

1031
December 11, 1989

Brett Warning
Assistant Regional Counsel
USEPA (SCS-TUB-3)
230 south Dearborn Street
Chicago, Illinois 60604

RE 5HS-11

Dear Mr. Warning:

The purpose of this letter is to make an appeal to be released from the pending Administrative Order in the matter of Great Lakes Asphalt, Inc., Docket No. V-W-89-C-032

My appeal is based on the properly prepared and executed Affidavit which is attached to this letter. As I have indicated in the affidavit, I had no ownership in Enviro-Chem at the time the second lease was executed. I had no knowledge of or authority over the decision of obtaining the second lease since I was no longer an owner of Enviro-Chem.

I hereby request that my name be removed from the list of Respondents with respect to the matter of Great Lakes Asphalt, Inc., Docket No. V-W-89-C-032. I also request that you acknowledge my request in writing and sent to me at your earliest convenience.

Very truly yours,


David M. Finton

cc: William Simes

AFFIDAVIT

I, David Michael Finton, being duly sworn, do depose and state as follows:

1. As former owner and president of Technosolve, Inc., I cosigned the lease agreement for use of bulk storage tanks located on the property identified as Great Lakes Asphalt, Inc. A copy of this lease agreement is attached and is marked as Exhibit 1. This agreement was signed on July 26, 1979 and expired on January 26, 1980.

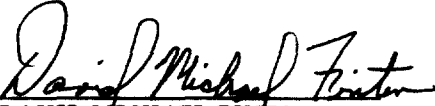
2. Technosolve, Inc. and Enviro-Chem Corporation later merged. No documentation of the merger is presented with this affidavit but it can be provided.

3. The bulk storage tanks were used by Enviro-Chem for storage of processed fuels destined for use as auxiliary fuels at cement kilns. These tanks were later emptied as the subject lease identified in item #1 had expired. I have no information of the exact date the tanks were emptied, however, I recall that these tanks had been emptied prior to my termination as owner and employee of Enviro-Chem Corp. which occurred on October 19, 1981. No documentation of my termination is presented with this affidavit but can be provided.

4. A second lease agreement was executed for use of the tanks at the Great Lakes Asphalt, Inc. property on March 22, 1982 by Enviro-Chem. This lease agreement is attached and is marked as Exhibit 2. This agreement was signed by the then operating manager, Jim Wessel.

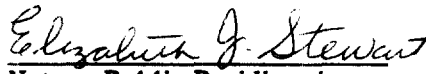
5. Since, after October 19, 1981, I was no longer an owner of Enviro-Chem, I had no knowledge of or any authority over the renewed use of the bulk storage tanks at the Great Lakes Asphalt, Inc. property. I had no knowledge of or authority over the execution of the lease identified in item #4.

I execute this affidavit with personal knowledge of each statement made and am competent to testify with respect to such statement.


DAVID MICHAEL FINTON

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 12th day of December, 1989.


Notary Public Residing in
Franklin County
Elizabeth J. Stewart
(Printed Signature)

My commission expires:
August 25, 1992

743
E x h
LEASE AGREEMENT

This agreement witnesses that Great Lakes Asphalt, Inc., an Indiana Corporation, leases to Technosolve, Inc., an Indiana Corporation, the following described property located on their premises in Boone County, Indiana:

Five Storage Tanks designated as Tanks numbered 10, 11, 12, 13 and 14, and an un-numbered tank; totaling approximately 78,150 gallons.

This lease is for the period beginning July 26, 1979 and expires January 26, 1980. Technosolve, Inc. agrees to pay and Great Lakes Asphalt, Inc. agrees to accept \$458.00 per month as payment due and payable on or before the 26th day of each month. The receipt of the first payment is hereby acknowledged.

Special Provisions:

1. Technosolve, Inc. will use the tanks for storage only of non-toxic petroleum fractions.
2. The minimum flash point of the petroleum fractions so stored shall be 120°F. (100)
3. Technosolve will furnish Great Lakes Asphalt, Inc. with a certificate of their liability insurance coverage, and will hold Great Lakes Asphalt, Inc. harmless in any liability arising from Technosolve, Inc. usage of the storage.
4. Technosolve, Inc. agrees to indemnify Great Lakes Asphalt, Inc. for any damage to the tanks less normal depreciation.
5. Great Lakes Asphalt, Inc. takes no representation as to the cleanliness or integrity of the tanks.

This is the entire agreement and no alteration of the terms or conditions shall be valid unless in writing.

This agreement signed and accepted this 26th day of July 1979.

Technosolve, Inc.

By [Signature]
Louis F. Hinton, Pres.
By [Signature]
Roy H. Strong, Vice Pres.

Great Lakes Asphalt, Inc.

By [Signature]
L. J. McAllister, Pres.

97-2-1-17
Ex 7
This lease is made between Great Lakes Asphalt, Inc., an Indiana corporation, and Enviro-Chem, Inc., an Indiana corporation, the following described property located on their premises in Boone County, Indiana:

Three storage tanks, designated as Tanks numbered 4, 6, and 8, totaling approximately 120,000 gallons.

This lease is for the period beginning March 22, 1982 and expires September 22, 1982. Enviro-Chem, Inc. agrees to pay and Great Lakes Asphalt, Inc. agrees to accept sixty five hundred dollars (\$6500.00) due and payable as scheduled below:

First payment - \$1000.00 on signature. The receipt of the first payment is hereby acknowledged.

Second payment - \$2000.00 due May 30, 1982.

Third payment - \$2000.00 due June 30, 1982.

Fourth payment - \$1100.00 - due July 31, 1982.

Special provisions:

1. Enviro-Chem will use the tanks for the storage only of non-toxic petroleum fractions.

Spring 1982
The minimum flash point of the material stored shall be 120° F. (TCC)

3. Enviro-Chem will furnish Great Lakes Asphalt, Inc. with a certificate of their liability insurance coverage, and will hold Great Lakes Asphalt, Inc. harmless in any liability arising from Enviro-Chem, Inc. usage of the storage.
4. Enviro-Chem, Inc. agrees to indemnify Great Lakes Asphalt, Inc. for any damage to the tanks less normal depreciation.
5. Great Lakes Asphalt, Inc. makes no representation as to the cleanliness or integrity of the tanks.

Note: Any leaks that may occur will be repaired by Great Lakes Asphalt, or the lease will be voided accordingly.

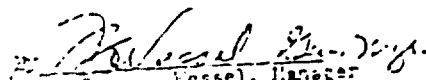
② Great Lakes Asphalt Co. to supply one pump for each tank to remove the material.

③ ECC will pay for electricity for the tanks.

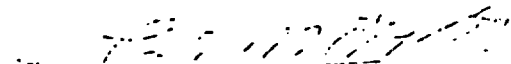
This is the entire agreement and no alteration of the terms
or conditions shall be valid unless in writing.

This agreement signed and accepted this 22nd day of March, 1962.

Enviro-Chem, Inc.


Wessel, Manager

Great Lakes Asphalt, Inc.


L. J. McAllister, President